

2272

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 1994 - DECEMBER 31, 1996

BETWEEN

BOROUGH OF HELMETTA

AND

HELMETTA PBA LOCAL 225

PREPARED BY: RICHARD K. RYDSTROM
BUSINESS ADMINISTRATOR
BOROUGH OF HELMETTA

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PREAMBLE

This agreement entered into this 10th day of August, 1994 by and between

BOROUGH OF HELMETTA
in the County of Middlesex
a Municipal Corporation of
the State of New Jersey,
hereinafter called the "BOROUGH"

-and-

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 225
duly appointed representative of the Police Department
of the Borough of Helmetta, hereinafter called the "ASSOCIATION"

represents the complete and final understanding on all bargainable issues between the "BOROUGH" and the "ASSOCIATION".

The period of this agreement shall be JANUARY 1, 1994 to DECEMBER 31, 1996

I. RECOGNITION

The Borough hereby recognizes the Association as the and exclusive bargaining agent for Helmetta Patrolmen, Corporals and Sergeants.

II. WAGES

Within the Police Department of the Borough of Helmetta there shall be designated the following salaries:

A. <u>Patrolman:</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
Upon Employment	\$23,677.50	\$24,979.76	\$26,478.55
Upon successful completion of Academy training	\$24,835.11	\$26,201.05	\$27,773.11
Beginning of second year to completion of second year	\$26,850.75	\$28,327.54	\$30,027.19
Beginning of third year to completion of third year	\$29,757.72	\$31,394.40	\$33,278.06
Beginning of fourth year to completion of fourth year	\$30,492.33	\$32,169.40	\$34,099.57
Beginning of fifth year to completion of fifth year	\$33,096.83	\$34,917.15	\$37,012.18

B. The salaries in the agreement are for hours worked. There shall be no requirement that hours worked by members of the Police Department not exceed eight (8) hours per day or five (5) days per work week as agreed between the parties in previous contracts. However, hours worked shall not exceed a total of forty (40) hours per week.

C. The above salary schedule is subject to the following terms and conditions:

1. An employee hired on or before August 31 of the calendar year shall be paid the second year's salary as of January 1 of the next calendar year (exclusive of any increase for successful completion of academy training).

2. An employee hired after August 31 of the calendar year shall be paid the second year's salary one full year after January 1 of the next calendar year (exclusive of any increase for successful completion of academy training).

3. All step increases in salary payments shall commence on January 1 of a calendar year.

III. LONGEVITY

A. Longevity is the percentage of increased pay based upon the salary of the previous year. The salary increase shall commence January 1 following the officer's anniversary date.

B. Longevity shall be paid as follows:

- | | |
|------------------------------|---------------------|
| 1. After 5 years of service | Two per cent (2%) |
| 2. After 8 years of service | Three per cent (3%) |
| 3. After 14 years of service | Four per cent (4%) |

C. Longevity shall be paid to the officers covered under this agreement in a lump sum and payment shall be made during the first pay period of the month of November. Payment shall be made payable in a separate check.

IV. FULLTIME OVERTIME

1. Overtime will be paid at the rate of one and one-half times the regular rate of pay for all time worked beyond the regular work period. A rotating overtime list will be kept by the department for each calendar year, January - December. This list will be kept by the Director and/or his Designee. The list will be posted on the patrolman's bulletin board with an exact copy in the Directors office.

Overtime will take place under the following conditions:

Scheduled vacation days, personal days, per SOP sick time, drunk driving patrols, special events and outside construction jobs.

Scheduled training seminars, schools, in-service training and special investigations will not be included on this list. They will be at the discretion of the Director of Public Safety.

2. All overtime shall be distributed equally and by seniority from an overtime list including Patrolmen and Sergeants. Overtime will be recorded as follows:

"R" means contact made, overtime refused and will be considered as overtime worked;

"A" means overtime accepted and worked; and

a "blank space" will denote contact not made - Sick day (injury), Vacation or Personal day.

- a. If an Officer is not at home when called, this will not constitute a refusal and that Officer's name will remain at its proper position on the list. If no Officer from the list can be reached, the Director, or his Designee, will cover the post with anyone available or order the Officer already on duty to remain on post as an emergency situation will then exist. This section will be executed in a fair manner in which all officers on duty will have equal opportunities.
- b. Any Officer may decline, in writing, any period of overtime offered to him without explanation except in an emergency situation. The Director of Public Safety, or his Designee, will decide when a shortage in manpower equates to an emergency.
- c. A log will be kept for the purpose of recording all calls made from the overtime list. The Director, or his Designee, will enter the date, time, officer's name and the result of each call he makes from the list. The Director, or his Designee, will sign the log. The log will be posted in a

conspicuous place within headquarters and be available to all Officers at any time. Copies of log will be held for one (1) year.

3. When an Officer is off duty and is required by the department to appear in Court, or a departmental hearing as a result of an incident arising out of his employment, he shall be paid at the overtime rate, if the hours are in excess of regular duty hours as described in Section 1, above.
4. When an Officer is required to return to duty the Officer shall be compensated and paid one and one-half times his/her regular rate of pay for all hours worked.

Any Officer called in for duty shall receive an additional two (2) hours of straight time pay when required to return to duty with less than twelve (12) hours off duty. In addition, the Officer shall receive one and one-half (1 and 1 1/2) times his/her regular rate of pay for all hours worked if required to return to duty with less than twelve (12) hours off duty.

When a member is called into work for an assist, back-up, special assignment or court appearance, which shall occur other than during his scheduled working hours, such member will be paid a minimum of two (2) hours pay. Any time in excess of two (2) hours will be paid in quarter hour (1/4) units.

V. HOLIDAY PAY

It is agreed that the members shall be required to work holidays as scheduled by the administration of the department. As compensation, each member shall be paid \$900.00 in 1994, \$1,100.00 in 1995 and \$1,100.00 in 1996. These lump sums shall be payable after the regular Borough Council meeting in November. Payment shall be made to each member in a separate check.

VI. STAND-BY

A. DEFINITION:

1. It is agreed if an officer is required to remain in the Borough and "on call" or "stand-by" or so close to the Borough that he cannot use the time effectively for his own purpose, he shall be considered as "working". The officer shall be compensated as set forth in this agreement.

B. COMPENSATION:

1. Compensation for "stand-by" or "on call" shall be paid to an officer in compensatory time off. Compensatory time off shall be computed at one and one half (1 and 1 1/2) hours off for every hour on "stand-by" or "on call". Compensatory time off shall not exceed 480 hours per year. All hours accrued in excess of 480 hours shall be paid to the officer in cash at the officer's regular overtime rate of pay.

2. All compensation for time off accrued by the officer must be taken within that year and shall not be accumulative.

VII. TUITION PAYMENT

It is agreed between the parties of this agreement that the Borough will pay tuition in advance for a member desiring to further his education with the following restrictions:

1. The course of study completed must be related to Criminal Justice.

2. The course must be completed and the officer achieve a "C" or better grade.

3. Tuition for only one course per semester.

4. Tuition will not be paid without prior approval.

5. If the above criteria are not met the officer will reimburse the tuition money paid to the Borough within 4 weeks of the completion of the course. Failure to return the money will result in the Borough withholding same from member's paycheck. No further tuition will be paid until reimbursement to the Borough is completely made.

VIII. CLOTHING ALLOWANCE

Clothing Maintenance allowance shall be paid to each officer at the rate of \$800.00 per year and be payable on October 1 of each year.

1. Payment shall be made to each officer in a separate check.

IX. SICK LEAVE

1. A new employee shall earn sick leave at a rate of one and one-half (1 1/2) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.
2. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.
3. Sick leave accumulate year-to-year with an additional eighteen (18) days credited to the employee at the beginning of each successive calendar year.
4. All other proper and authorized leaves as provided in the rules of the Department of Personnel constitute a part of this agreement. An employee is entitled to use sick leave when he is incapable of working for medical reasons.
5. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.
6. By February 15 of each year, the Employer shall furnish to each employee a written record of the employee's sick days available for the upcoming year. Employees shall return a signed-off copy of this record to the Employer by April 1 of each year.

X. ACCUMULATED SICK TIME

1. All Personnel covered under this agreement may accumulate unused sick time from year to year for retirement purposes.

For persons with less than twenty (20) years of service as of January 1, 1994, all accumulated sick leave shall be calculated at the rate of pay at which the leave was earned.

@. Employees who retire and who are entitled to accumulated sick time payments upon retirement, as noted above, will receive a lump sum payment for unused sick leave in an amount of one days payment for every full day earned in unused sick leave, with a total amount not to exceed \$10,000.00 credited to him/her on the employment records and certified by the Borough on the effective date of his/her retirement.

3. Each employee who is out sick in excess of two (2) consecutive days must obtain a doctors note. The Mayor and Council reserve the right to have the employee examined by a physician of the Borough's choice.

XI. PERSONAL DAYS

Each member shall be entitled to three (3) personal days per year.

1. These days must be used during the calendar year in which they were given.
2. Personal days cannot be accumulated.

XII. VACATION DAYS

All members shall be granted vacations based upon the following schedule:

1. With less than five (5) years employment, 0.83 days per month worked with a maximum of ten (10) days per calendar year.
2. After five (5) years of employment each member shall receive fifteen (15) days per calendar year.
3. After fifteen (15) years of employment each member shall receive twenty (20) days per calendar year.

XIII: INSURANCE

A. The members of the Police Department, from time of appointment, are covered under the New Jersey State Health Benefit Program.

B. Health Care Reimbursement Plan

1. Each member will be paid a lump sum of \$350.00 to cover any miscellaneous medical expenses not covered by insurance.

2. Payment will be made in the beginning of the contract year in the form of a separate check to each member.

C. All members shall be entitled to a life insurance benefit in the amount of \$25,000.00.

D. All members, from time of employment, shall be covered by the following liability insurance:

- | | |
|------------------------------------|--------------|
| 1. False arrest insurance coverage | \$500,000.00 |
| 2. Professional liability coverage | \$300,000.00 |

XIV. BEREAVEMENT DAYS

1. Three (3) days off with pay for Immediate Family:

Grandparents	Sisters
Parents	Children
Spouse	Grandchildren
Brothers	Stepchildren

2. One (1) day off with pay for other family:

Spouse's Immediate Family.

XV. SALARY FOR COLLEGE DEGREES

1. \$200.00 to be added to the annual salary for officers who hold an Associate Degree.

2. \$500.00 to be added to the annual salary for officers who hold a Bachelors Degree.

XVI. GRIEVANCE PROCEDURE

This section is intended to provide members of the Police Department, regardless of rank, with a fair method of resolving disagreements with respect to policy, working conditions or other problems.

1. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee of the ASSOCIATION on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the BOROUGH, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the term and conditions of this AGREEMENT.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this AGREEMENT, either expressly or by operation of law, shall not be processed beyond Step One herein.

The following grievance procedure will be implemented within the Police Department of the Borough of Helmetta.

A. The aggrieved employee shall reduce the grievance to writing and present it to the Director of Public Safety (First Step). If the aggrieved employee does not receive satisfaction, he shall present his grievance to the Business Administrator. This action shall be considered the second step. If upon reaching the second step the employee does not receive satisfaction, he shall present his grievance to the Public Safety Committee. This action shall be considered the third step. If the employee does not receive satisfaction at the third step, he shall present his grievance to the Mayor of the Borough for his action. This shall be considered the fourth step of the grievance procedure. Step five, if the grievance is not settled through steps one, two, three and four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission (PERC). The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this AGREEMENT and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have to authority to add, modify, detract from or alter in anyway the provisions of this AGREEMENT or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

B. Any employee or group of employees may present a grievance at any time.

C. When a grievance has been instigated, the superior being presented with the grievance shall make all efforts to satisfy all persons concerned.

D. Any employee or group of employees instigating a complaint or grievance may have a representative chosen by them present during the hearings at any step of the grievance procedure.

E. No step of this procedure shall exceed seven (7) working days. If, after seven (7) days, the employee does not receive a written reply to his grievance, it shall automatically be assumed that the grievance has been denied and the grievance shall be considered released for presentation to the next step in the procedure.

F. Any grievance must be initiated within fifteen (15) working days of its occurrence or the grievance can be denied. This provision shall not apply where extraordinary circumstances beyond the control of the grievant prevent filing within fifteen (15) days.

XVII. BILL OF RIGHTS

A. The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contract.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

4. The employee shall not be subject to any offensive language,, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

6. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant and/or his P.B.A. representative(s) before being questioned concerning any type, which may result in any action being taken against said employee.

7. No complaint against a law enforcement officer shall be investigated unless the complaint be duly sworn to before the Director of Public Safety.

8. The complete interrogation of the employee shall be recorded mechanically. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

XVII. UNIFORMS

The following clothing list shall apply to all new members of the Police Department and shall be provided by the Borough as required.

1. 1 Trooper Cap w/strap
2. 3 Long sleeve shirts
3. 3 Short Sleeve Shirts
4. 2 Uniform Ties
5. 1 Holster
6. 1 Winter Hat
7. 1 Winter Coat
8. 1 Light weight jacket
9. 1 Cuffs w/case
10. 1 Bullet Proof Vest (point blank)
11. 1 Raincoat
12. 1 Raincover
13. 2 Winter pants
14. 2 Summer pants
15. 2 Name Tags
16. 1 Whistle w/lanyard
17. 1 ID case
18. 1 magazine holder
19. 1 PR 24 holder
20. 1 belt
21. 2 H.P.D. collar brass
22. 1 PR 24

A. Any damage to a uniform sustained by an officer while in the performance of his duty shall be reimbursed by the Borough. This does not apply to normal wear and tear and is subject to the approval of the Director of Public Safety.

XIX. DEFECTIVE VEHICLES

1. The Borough will provide each marked or unmarked patrol vehicle used for general patrol by uniformed officers with a protective prisoner cage for prisoner's safety as well as the police officers.

2. No police officer shall be required to operate any equipment which in his/her opinion he/she deems unsafe. No disciplinary action or other form of discrimination shall be instituted against any police officer for such action. Whenever a police officer believes he has been assigned to use a piece of equipment which is unsafe for its intended use, he/she shall immediately report the same to his immediate supervisor. If the immediate supervisor determines the equipment is unsafe for its intended use, the officer assigned said equipment shall not be obligated to use said equipment until it has been certified safe by a competent authority.

XX. PERSONNEL FILE

1. It is understood and agreed that the files maintained by the Director of Public Safety are the official personnel files for all officers. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any other person, for any reason whatsoever.

2. Any member of the department may, by appointment, review his personnel file but this appointment for review must be made through the Director of Public Safety or his Designee.

3. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

4. All personnel file entries concerning minor written reprimands will be removed from the officer's personnel file eighteen (18) months from the date of entry providing there is no recurring like disciplinary action taken within the eighteen (18) month period. If there is a disciplinary action taken within the eighteen (18) month period, the file shall be kept until such time that there is a period of eighteen (18) months without disciplinary action at which time the record of discipline shall be removed from his file.

XXI. MILEAGE

Any officer of the Borough of Helmetta Police Department that is authorized by the Director of Public Safety to use his personal vehicle to travel on official business for the Borough shall be reimbursed for all miles traveled at the mileage rate currently in effect in the Borough.

XXII. CEREMONIAL ACTIVITIES

1. In the event a law enforcement officer in another department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) off-duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

2. In the event a law enforcement officer in another department in the County of Middlesex becomes deceased through causes not in the line of duty, the Borough will permit at least one (1) off-duty uniformed officers of the department to participate in funeral services for said deceased officer. Reasonable notice shall be given.

3. Subject to the availability of same, and subject to the chief's approval, the Borough will permit a department vehicle to be utilized by the officer in the funeral service. Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.

XXIII. Termination of Employment

A. RESIGNATION

1. Payment of unused vacation days.
2. Payment of unused personal days.
3. Payment of Clothing Allowance to be pro-rated to the date of termination of the employee's employment.

B. Any officer convicted of any wrongdoing during his tour of duty, while in uniform, shall forfeit all monetary benefits in Article XXII Section A of this agreement.

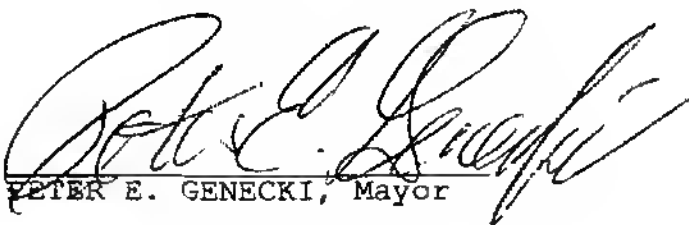
C. TERMINATION BY ATTRITION

1. All officers shall receive health benefits for themselves and their dependents for a period of three (3) months following termination of employment by attrition.

2. The "BOROUGH" agrees with the members of this "ASSOCIATION" to reopen Article XXII Section C of this Agreement, if the "BOROUGH" seeks to contract, with another police agency, the services of that agency in order to replace the present Police Department now in existence. This agreement to reopen this AGREEMENT is predicated upon the belief that the Borough of Helmetta will allow the members of the Police Department input into any negotiations.

WHEREAS, the parties have caused their hands and seals to be placed hereon this 10th day of August 1994.


FOR THE BOROUGH:


PETER E. GENECKI, Mayor

FOR THE ASSOCIATION


PTL. RONALD WILLIAMSON


SANDRA BOHINSKI, Borough Clerk


PTL. CULLY LEWIS


PTL. THOMAS TOHT